

EXHIBIT D

From: Wes Landers <landew00.wl@gmail.com>
Sent: Thursday, March 21, 2019 11:42 AM
To: Jeff Wells
Subject: Fwd: Behavioral Health RFP - max liab question
Attachments: image001.png; Untitled attachment 00003.html; Inmate Behavioral Health RFP Draft KW 2-26-19.docx; Untitled attachment 00006.html

Draft attached...

Sent from my iPhone

Begin forwarded message:

From: "Kelly X. Johns" <Kelly.X.Johns@tn.gov>
Date: February 27, 2019 at 1:43:38 PM CST
To: Wes Landers <Wes.Landers@tn.gov>
Cc: Katherine Weaver <Katherine.Weaver@tn.gov>
Subject: Behavioral Health RFP - max liab question

Hi Wes,

Thank you for speaking with me today regarding the max liab for the Behavioral Health RFP. I have attached the draft that Kevin and I are reviewing now. The cost proposal lines do not seem to take into account the population to calculate a max liab.

Thank you for reviewing and let us know how the max liab will be calculated and if there are any other cost items associated in the calculation (e.g. similar to the inmate healthcare RFP).

Thank you for your time,



STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

**REQUEST FOR PROPOSALS
FOR
INMATE BEHAVIORAL HEALTH SERVICES**

**RFP # 32901-31202
DRAFT 1**

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
 - 6.2. Technical Response & Evaluation Guide
 - 6.3. Cost Proposal & Scoring Guide
 - 6.4. Reference Questionnaire
 - 6.5. Score Summary Matrix
 - 6.6. *Pro Forma* Contract
- Attachment One -- Attestation -- Prohibition of Illegal Immigrants
Attachment Two -- Performance Bond
Attachment Three -- Performance Measures

The conference will be held at:

ADDRESS/LOCATION

OTHER APPROPRIATE INFORMATION IF ANY

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

1.10. Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to One Million Dollars (\$1,000,000.00), and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., *Pro Forma Contract*, Attachment Two, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or

- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

DRAFT